

# Town of Barrington, NH

## Invitation to Submit Proposals (RFP)

### 2014 Highway Heavy Equipment Facility

The Barrington Board of Selectmen is requesting proposals for a design-build Highway Heavy Equipment Facility at 225 Smoke Street, Barrington, NH with a targeted completion date of December 1, 2014. Proposals must meet the minimum parameters, but the actual design will be the responsibility of those submitting a proposal. These parameters are available at the town offices, the Town's website, [www.barrington.nh.gov](http://www.barrington.nh.gov) (bottom of home page), can be emailed or picked up at the Town Hall, PO Box 660, and 333 Calef Highway. Questions can be answered by calling Road Agent Peter Cook (603) 396-4467 or John Scruton 603 664-7395. All proposals must be submitted in a sealed envelope, clearly labeled "Town of Barrington 2014 Highway Heavy Equipment Facility", and received in the Town Offices, PO Box 660 333 Calef Highway, Barrington, NH 03825, at or before 3PM, July 28, 2014. Bids will be opened and publicly read on Monday, July 28, 2014 at 6:30 at a Board of Selectmen meeting at the Elementary School Annex, 572 Calef Highway. The Town of Barrington reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of Barrington. While the cost is an important factor, it is not the only factor. The Board may also consider references, design, quality, life cycle costs, alternates, etc. in making the final decision on what it deems best overall for Barrington. The Board will consider a variety of building types provided they meet the minimum parameters and select the one it feels best meets the Town's needs. Bid security in the amount of shall be required in the amount of 2% of the bid (without alternates).

### 2014 Highway Heavy Equipment Facility

**Description of Department:** Barrington Public Works department has the following vehicles: 5 six wheel plow trucks with wings and sanders, 2 ton trucks with plows (no wings), 2 pick-up trucks, grader, 3-yard loader, 80 hp. Tractor with road side mowing boom, chipper, tag-along sweeper, and additional items. Much of it is stored outside year round. Currently the town has a 30 year old wood framed repair facility that was constructed by the town crew consisting of two large repair bays (38'x38'), office, storage, break room, rest room, etc. The plan is to construct a building that will house and do some maintenance on some of this equipment now and have a building that in the future can replace the current maintenance garage.

**Description of Project.** The actual design will be the responsibility of the firm submitting a proposal including all engineering and also meeting all applicable codes. The site investigation for footings, compaction, etc. will be the responsibility of the firm doing the work. Work consists of furnishing all equipment, labor, and materials required in connection with construction for a Highway Heavy Vehicle Garage behind the current facility at 224 Smoke Street Barrington NH. All proposals should explain in detail the proposed building and how it meets the minimum requirements. Bidders can also include the alternates in the base price.

The town will do a site plan and be responsible for roads, paving, landscaping, and drainage.

The builder/designer will be responsible for any work associated with the design and construction of the building including footings, all engineering and meeting all applicable codes. The successful bidder will be responsible to start with the existing site which is relatively level sandy soil. Some pine stumps remain which will be the contractor's responsibility to remove (they can be stored on site). Successful bidder will, dig foundation, run underground conduit for electrical, pour footings and walls, allowing for future water feed line, septic drain line, and future drainage to oil separator outside the building, erect metal sided building, install garage doors with garage door openers that can be switched in the building and also remotely controlled, provide electrical service and lighting, and remove all construction waste and debris.

**Minimum parameters:** The Town expects the following in a proposal. If it is not provided, please explain in detail variations from these parameters. Explain additionally if this meets the ideals cited under a parameter.

- The building must house at least 6 large pieces of Highway equipment allowing approximately 20x40 for each of them. The Board will consider any option that accomplishes this. There are some things the Town would like, but do not require in this building. Ideally no vehicle is more than 3 deep from a door. Ideally this will be a clear span building. Ideally the garage doors will not be on a side where snow slides off the roof. Any building proposed that is 5,000 square feet or more must include a sprinkler system that will work in an unheated building as part of the cost. We do not believe a sprinkler is necessary in a building under 5,000 square feet, but if any firm has other information, please let the Town know. Ideally eaves on the side(s) of the building where snow will slide should extend 3 feet beyond the wall.
- Garage doors must be a minimum of 16 feet wide and 14 feet high. All doors must retract above the 14 foot level inside the building.
- Pedestrian doors as required by code, but a minimum of two. If the door is on a side where snow slides off the roof, there must be adequate provision over the door for protection of pedestrians.
- 26 gauge siding and roof
- Cement wall at least 3 feet high around base of all walls other than door openings.
- There must be provision for natural light to enter through either windows double pane or clear building panels of similar R value to the double pane glass either in the Garage doors or walls, minimum of 150 square feet, but not on the North side of the building. They do not need to be operable.

**Alternates:** The town believes these are valuable but must make financial decisions regarding when the work will be done. If any of the following is in the base bid, please note, if it is not, please quote as alternates the following.

- 1) Insulation of foundation, sides and roof with ideal minimum of R 38 for roof and R 19 for walls.
- 2) A concrete floor with tubes installed for a heating system to heat the floor with foam insulation under the floor
- 3) A drain in the floor going to a grit separator and an oil separator going to a leach field (all as part of this alternate)
- 4) A propane heating system hooked to the floor heating system as well as auxiliary heating units (note tubes for heating floor including in floor alternate price)(Town has large propane tanks on the property.)
- 5) Upgrade to standing seam roof or a heavier gauge metal roof
- 6) Upgrade to 24 gauge metal siding

## **Town of Barrington Bid Sheet 2014 Highway Facility**

All proposals must be submitted in a sealed envelope, clearly labeled "Town of Barrington 2014 Highway Garage", and received in the Town Offices, PO Box 660, 333 Calef Highway, Barrington NH 03855, at or before 3 PM, Monday, July 28, 2014. Bids will be opened and publicly read at a Selectmen's meeting on Monday, July 28, 2014, 6:30 PM at the Elementary School Annex, 572 Calef Highway. The Town of Barrington reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of Barrington and to waive informalities.

Following a review of the bids by staff, the Board of Selectmen would be scheduled to award the bid at their next meeting. The Town of Barrington reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of Barrington.

Bid response must be based on all labor and materials per attached specifications. Contractor wishing to submit additional consideration for project will do so as an addendum to this Bid Sheet. Proof of Worker's Comp and Liability Insurance will be provided to the Town by the Contractor and required to be held by the awarded Bidder for the duration of the project. Submit written proof verifying Contractor or Subcontractors are not listed on the "Excluded Parties List" @ <https://www.sam.gov>. Contractor will be required to submit a performance bond and carry Builder's Risk insurance.

1. Cost for building meeting all the minimums: \_\_\_\_\_
  1. How deep is equipment parked from a garage door? \_\_\_\_\_
  2. Is this a clear span building? \_\_\_\_\_
  3. Does any roof slope so snow will fall in front of a Garage Door? \_\_\_\_\_
  4. Is building over 5,000 square feet? \_\_\_\_\_
  5. Are eaves at least 3 feet? \_\_\_\_\_
2. Cost for alternate # 1 Insulation \_\_\_\_\_
3. Cost for alternate # 2 Concrete Floor \_\_\_\_\_
4. Cost for alternate # 3 Drain, separators, leach field \_\_\_\_\_
5. Cost for alternate # 4 Heating System \_\_\_\_\_
6. Cost for alternate # 5 Roof upgrade \_\_\_\_\_
7. Cost for alternate # 6 Siding upgrade \_\_\_\_\_

"The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Respectively submitted;

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Print Bidder/Contractor's Name

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Print Representative's Name and Title

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Representative's Signature

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Street

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City, State, Zip Code

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Telephone and Fax Number Email Address

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Date

Person signing proposal must be a person in your company authorized to sign a Contract with the Town of Barrington NH. Any deviation from the stated specifications must be so noted and the bid prices must reflect these deviations.

## **General Provisions**

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "Town of Barrington 2014 Highway Heavy Equipment Facility " and will be received in the Town Offices, PO Box 660, 333 Calef Highway, Barrington NH 03855, at or before 3PM, Friday, July 28, 2014. Bids will be opened and publicly read on Monday, July 28, 2014, 6:30 PM, at the Board of Selectmen meeting, Elementary School Annex, 572 Calef Highway. Bids when opened shall be irrevocable for a period of 60 calendar days following the bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
2. The Town of Barrington reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion and to waive defects in form of minor irregularities thereof in the best interest of the Town of Barrington. The Town of Barrington reserves the right to select or reject any alternates and to include them when comparing proposals.
3. A Bid bond in the amount of 2% of the base building bid must accompany the bid proposal and will be returned to all of those not selected.
4. While the cost is an important factor, it is not the only factor. The Board may also consider references, design, quality, life cycle costs, alternates, etc. in making the final decision on what it deems best overall for Barrington. The Board will consider a variety of building types provided they meet the minimum parameters and select the one it feels best meets the Town's needs, even if it is not the least expensive.
5. Contractor and all sub-contractors that will be working on the job must have commercial experience. Please submit three commercial references with the seal bid package.
6. Bidders shall submit proposals with sufficient details for the Board of Selectmen to make a selection.
7. The Bidder shall not, directly or indirectly, enter into any agreements, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
8. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
9. Any changes to the provisions or specifications of this Bid shall be made by written addendum issued no later than 4 working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
10. The Bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Life Safety Code and the Building code, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representative against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
11. The Town may make such investigations as it may deem necessary to determine the ability of the Bidder to perform the services, check references, and the Bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any and all bids if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. The Contractor shall secure and pay for all permits and licenses for the work in accordance with the bid documents, contract and specifications required for a complete finished job, however the Town's Building Permit fee is waived, but not obtaining a building permit.
13. The Contractor acknowledges that it is an independent Contractor responsible for its own acts and performance under the Contract, including the acts of its employees and performance of its equipment. In addition to maintaining the required insurance under this Contract, the Contractor to the fullest extent permitted by law, shall protect, indemnify, save, defend and hold harmless and exempt the Town, its officers, officials, agents, volunteers and employees ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of actions, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may

become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damages to property, arising indirectly or directly under, in connection with, or as a result of this agreement or the activities of the contractor and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties. In addition, and regardless of respective fault, the Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Contractor's officers, employees, contractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

14. The Bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA as amended, "Minimum Wage Law".
15. Insurance: At the time of the execution of the Contract, the Contractor shall present to the Board of Selectmen, proof of the required Liability Insurance Coverage. The Contractor shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and shall add the Town to the policy as an additional insured by way of amendatory endorsement and certificate of insurance. The liability insurance shall contain contractual liability coverage applicable to the indemnification obligations of the contractor. Contractor shall provide proof of acceptable automobile insurance applicable to activities in connection with the project, as well as workers compensation insurance applicable to its employees. The Town shall not be required to indemnify or insure the contractor, its subcontractors or any professional service provider. The Contractor agrees that it will carry any and all insurance which will protect it, the Town of Barrington and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Town and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the Town.  
Contractor shall carry and provide proof of builder's risk insurance covering the project at its full value, and shall name the Town of Barrington as loss payee.
16. The Bidder is to submit Proposal on attached "Bid Sheet".
17. Upon receipt of written notice of acceptance of their bid, the successful Bidder shall execute and deliver the formal contract, attached, within ten calendar days to the Town and under (RSA 447:16) the successful Contractor must also deliver to the Town an executed Performance Bond as security in the amount of 100% of the contract price, as security for the faithful performance of his Contract and the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of a Performance & Payment Bond attached hereto, and having a surety thereon such surety company or companies are as approved by the Town, and as are authorized to transact business in the State of New Hampshire. Such bond shall acknowledge and permit occupancy of the project or any portion thereof prior to formal acceptance by the Town.
18. The successful Bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid.
19. The Bidder will guarantee the work and materials and the work and materials of all subcontractors for a period of one year from the date of acceptance of the work by the Town and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve them of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defaults due thereto, and pay all expenses for any damage to work resulting there from. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or

materials. It is further understood that the Board of Selectmen shall be the final judge as to whether or not any defect is a defect in workmanship and/or materials, which is the Bidder's responsibility.

20. The Contract Documents shall include, may not be limited to: the "Invitation to Bid"; "General Provisions"; "Minimum parameters and alternates"; "Bid Security"; "Performance Bond"; "Bid Sheet"; "Proposal" "Change Orders"; "Notice to Proceed"; "Notice of Award"; any issued addenda and the final executed "Contract Agreement".

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work and the terms and conditions of payments shall be as binding as if called for by all.

21. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor also shall examine carefully the Specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.
22. The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the premises and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within thirty days of the approved amount of the invoice. Before final payment is made to the Contractor, it shall submit evidence satisfactory to the Board of Selectmen that all payrolls, material bills and other indebtedness connected with the work have been paid.
23. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

**Change Orders:**

A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.

B. A change order is a written order to the Contractor signed by the Board of Selectmen or their designee and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract time.

C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.

24. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.
25. Determination and Extension of Contract Time: It is a desired part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the ideal Contract time, it shall make a written justification to the Board of Selectmen setting forth the reasons which it is taking longer.
26. Assignment: The Contractor shall not assign, sublet, or transfer its interest in this agreement without written consent of the Town of Barrington.
27. The Contractor shall commence work under this Contract as specified in the Notice to Proceed as specified by the Town. And the work shall be completed by the date specified in the Notice to Proceed. The Contractor shall not commence work until a conference has been held at which representatives of the Contractor and the Town is present.

## Bid Conditions

The Bidder understands that the Town reserves the right to reject any and all bids and to waive any informalities in the Bidding for any reason which the Town determines to be in the best interest of the Town.

The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract attached, and deliver the Contract to the Town within 10 days.

This Bid may be accepted by the Town at any time within 60 days of the opening of Bids.

The full name and residence of all persons and parties interested in the forgoing Bid as principal are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

Please fill in requested information and submit with Bid Sheet inside of sealed bid package.

**Town of Barrington 2014 Highway Facility Improvements and/or Expansion**  
**Performance/Payment Bond**

Know All Persons By These Presents, that we \_\_\_\_\_  
hereinafter called the "Principal" and \_\_\_\_\_ of \_\_\_\_\_  
State of \_\_\_\_\_ hereinafter called the "Surety" are held  
and firmly bound unto \_\_\_\_\_ hereinafter called "Town" in the  
penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
in lawful money of the United States, for the payment of which sum well and truly to be made,  
we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,  
firmly by these presents.

The Conditions of this obligation is such that Whereas, the Principal entered into a certain  
Contract with the Town, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014, copy of which is hereto  
attached and made part of hereof for

**"Town of Barrington 2014 Highway Facility Improvements and/or Expansion".**

Note, Therefore, if principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions and agreements of said Contract during their  
original term thereof, and any extensions thereof which may be granted by the Town, with or  
without notice to the Surety, and if he shall satisfy all claims and demands incurred under such  
Contract, and shall dully indemnify and save harmless the Town from all costs and damages  
which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Town  
for all outlay and expense which the Town may incur in making a good any default, then this  
obligation shall be void: otherwise to remain in full force.

If the Principal shall promptly make payment to all persons, subcontractors, and corporations  
furnishing materials for or performing labor in the prosecution of the work, provided for in such  
Contract, and any authorized extension or modification thereof, including all amounts due for  
materials used in connection with the construction of such work, and all insurance premiums  
on said work, and for all labor, performed in such work, whether by subcontractor or otherwise,  
then this obligation shall be void: otherwise to remain in full force and effect.

Provided further, that the said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the Contract or to the work to  
be performed hereunder, or the Specifications accompanying the same, shall in any way affect  
its obligation on this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the Contract or to do the work or to the  
Specification.



Provided further, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in 6 counterparts, each one of which shall be deemed an original, the     day, of     , 2014.

ATTEST

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST

\_\_\_\_\_  
Attorney –in-Fact

\_\_\_\_\_  
(Surety) Secretary

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

Note: Date of Bond must not be prior to date of Contract.

## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_

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The Town has considered the Bid submitted by you for the above described work in response to its Invitation To Bids dated \_\_\_\_\_ and General Provisions to Bidders.

You are hereby notified that your Bid has been accepted for items  
(Same as above).

You are required by the General Provisions to Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bonds, or approved alternative bonding method and certificates of insurance within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten days from the date of this Notice, said Town will be entitled to consider all your rights out of the Town's acceptance of your Bid as abandoned. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this \_\_\_\_\_ day of \_\_\_\_\_. 2014,

Town:  
Town of Barrington NH

By: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by: \_\_\_\_\_

\_\_\_\_\_, this the \_\_\_\_\_ day of

\_\_\_\_\_, 2014. Title: \_\_\_\_\_

## Agreement

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Town of Barrington, New Hampshire, hereinafter called "Town" and \_\_\_\_\_,  
Doing business as (an individual) or (partnership) or (a corporation) hereinafter called 'Contractor'.

Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the following:

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2. The Contractor shall furnish all the materials, supplies, tools. Equipment, labor and other services necessary for implementation, application, construction and completion of the Project described herein.

3. The Contractor shall commence and complete the Work required by the Contract Documents as specified in the General Provisions, unless the period for completion is extended otherwise by the Contract Documents. The Contractor acknowledged that the date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Contractor further agrees to pay, as liquidated damages, the sum of (dollars and cents) for each consecutive calendar day that the Contractor shall be in default after the time specified in the Agreement.

4. The Contractor agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the Contract price of

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5. The term "Contract Documents" means and included the following:

- a. Invitation for Bids
- b. Specifications
- c. Special Conditions (if any)
- d. Bid
- e. Notice of Award
- f. Agreement
- g. Notice to Proceed
- h. General Provisions
- i. Supplemental General Provisions (if any)
- j. Change Orders (if any)
- k. Drawings (if any)
- l. Technical Specifications
- m. Insurance
- n. Addenda

No.: \_\_\_\_\_, Dated \_\_\_\_\_ 2014

No.: \_\_\_\_\_, Dated \_\_\_\_\_ 2014

6. The Town will pay to the Contractor, in the manner and at such times as set forth in the General Provisions, such amount as required by the Contract Documents based on the per item bid prices. Retention from Progress Payments will be in accordance with the General Provisions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first above written.

(Seal)

Town

ATTEST:

Town of Barrington New Hampshire

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please type)

Name: \_\_\_\_\_  
(please type)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

Contractor

ATTEST:

Name: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please type)

Name: \_\_\_\_\_  
(please type)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Note: If the Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

## **Notice to Proceed**

To: \_\_\_\_\_

Date: \_\_\_\_\_

Project: \_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 2014 on or before \_\_\_\_\_ and you are to complete the Work within as soon as practical with a target date before December 1, 2014.

TOWN:

Town of Barrington New Hampshire

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE of NOTICE

Receipt of the above Notice to PROCEED IS HEREBY ACKNOWLEDGED

By: \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_, Title : \_\_\_\_\_

# CHANGE ORDER No. \_\_\_\_\_

PROJECT: \_\_\_\_\_

DATE OF  
ISSUANCE: \_\_\_\_\_ TOWN: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ENGINEER: \_\_\_\_\_

*You are directed to make the following changes in the Contract Documents.*

DESCRIPTION: \_\_\_\_\_

REASON FOR  
CHANGE ORDER: \_\_\_\_\_

ATTACHMENTS: \_\_\_\_\_

<b><u>CHANGE IN CONTRACT PRICE</u></b>	<b><u>CHANGE IN CONTRACT TIME</u></b>
ORIGINAL CONTRACT PRICE: \$	ORIGINAL CONTRACT TIMES: SUBSTANTIAL COMPLETION: FINAL COMPLETION:
Net changes from previous change orders  No. ____ to No. ____ \$	Net Changes from Previous Change Order:  No. ____ to No. ____ \$
Contract Price Prior to this Change Order \$	Contract Time Prior to this Change Order SUBSTANTIAL COMPLETION: FINAL COMPLETION:
Net Increase or Decrease of this Change Order \$	Net Increase or Decrease of this Change Order (Days)

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Recommended: TA

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: Town

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: Contractor

By: \_\_\_\_\_

Date: \_\_\_\_\_